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The purpose of this modification is to revise, delete, update and added changes to the contract in Sections B, E, F, G H, and J as follows:

1. COVER PAGE is revised to change PPC from PS to BX

# 2. INDEX OF CLAUSES FOR CONTRACT

Add the following titles:

- F. 4 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)
- H.2 ACCESS TO SENSITIVE INFORMATION (52.237-72) (JUNE 2005)
- H.3 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

Delete the following titles:

- H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)
- H. 3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002)

# 3. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

Section B is hereby changed as follows:

a. Section B.1 Deliverable Requirement is revised to add the following deliverables.

Item	Description	Reference	Schedule	Shipping
10	Information Technology			Classification
	(IT) Security Plan	See Clause I.1 1852.204-76	December 15,	IV
14	SF100, Employer		2005	
	Information Report	PEP	Semi Annually	IV

b. Section B.8 Estimated Cost and Award Fee are revised as follows:

The estimated cost of this contract is \$1,301,845. The maximum available award fee, excluding base fee, if any, is \$130,184. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$1.432.029.

c. Summary of Task Orders. The NGIT Task Order is reflected as follows:

	Supplies or Services	Unit Price	FROM	ВУ	то
1	Mars Phoenix Software IV&V	NTE	\$0	\$1,432,029	\$1,432,029
TOTAL			\$0	\$1,432,029	\$1,432,029

d. Accounting information:

PR#	AMOUNT
4200129918	\$120,000
4200130919	\$800,000
4200132649	\$26,000
TOTAL	\$946,000

- e. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$1,020,000 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through October 31, 2006.
  - (b) An additional amount of \$26,000 is obligated under this contract for payment of fee.

# 4. SECTION E - INSPECTION AND ACCEPTANCE

Section E.1 Acceptance--Single Location is hereby revised to add the following sentence:

Products and services will be deemed acceptable by the Government thirty (30) working days after receipt, unless written notice is otherwise provided.

# 5. SECTION F - DELIVERIES OF PERFORMANCE

Section F is revised to incorporate Section F.4 Delivery Schedule as follows:

# F. 4 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)

Contract Requirements: The addressee for the items shall be delivered to the Project Manager (PM), Code 180 and Contracting Officer's Technical Representative (COTR), Code 180, Resource Management Office (RMO), Code 180 and the Contracting Officer (CO), Code 180 via electronic format. The following deliverables/schedules are as follows:

Item	Description	Quantity	Due Date	Addressee
1	the 10th busin following the the monthly		Monthly, on or before the 10th business day following the close of the monthly accounting period	CO. PM RMO
2	533Q, NASA Financial Management Reports	1	Quarterly, not later that 15 <sup>th</sup> day of the month preceding the quarter being projected	COTR, ACOTR, CO, PM, RMO
3	Contract Progress Reports	1	Monthly, on or before the 2nd to last business day of the month	COTR, ACOTR, CO, PM
4	Integrated Cost Performance Report	1	Monthly on or before the 10th business day following the month	COTR, ACOTR, CO, PM
5	Monthly Software Status Report	1	Monthly, each project on the 2nd to last business day of each month	COTR, ACOTR, CO, PM
6	Safety & Health Reports	1	Quarterly	CO, GSFC Code 205.2
7	Small Business Subcontracting Reports (SF- 294 & SF-295)	1	Semi-annual basis no later than April 30 and October 30 each year	CO, See H.7
8	SF100, Employer Information Report	1	Semi Annually	PEP
9	Financial Report of NASA Property in the Custody of Contractors (NF-1018)		Annual report due by October 15 <sup>th</sup> and Final report due as	COTR, ACOTR, CO
10	Information Technology (IT) Security Plan			COTR, ACOTR, CO

(End of Clause)

# 6. SECTION G - CONTRACT ADMINISTRATION DATA

Section G. 1 Financial Management Reporting distribution listed is hereby deleted. The distribution shall be as identified in F.4.

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# 7. SECTION H- SPECIAL CONTRACT REQUIREMENTS

Section H.2 and H. 3 are hereby with replaced as follows:

a. H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995) is hereby deleted and replaced with:

# H.2 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for

default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f); suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

# b. H. 3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002) is hereby deleted and replaced with:

# H.3 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it contained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the

information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

## c. H. 11 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Paragraph (c) is revised to:

If, in the performance of work under this contract, the Contractor or its Subcontractor(s) has access to proprietary data of other companies, the Contractor and its Subcontractor(s) may be required to agree with each company (e.g., via a Non Disclosure Agreement) to protect such data from unauthorized use or disclosure so long as it remains proprietary. If such agreement is required, the contractor shall furnish a copy of such company-to-company agreement to the Contracting Officer. The Contractor and its Subcontractor(s) shall not be permitted to utilize the data in supplying the system, or components thereof, procured either by sealed bidding or negotiation, as a direct result of that study or advice. In addition, the Contractor and its Subcontractor(s) shall not be permitted to utilize the proprietary data in performing any contract for any additional study or studies in the same or a closely related field, without the explicit written permission of the owner of the proprietary data.

Paragraph (f) is revised to:

The Government will notify the Contractor 7 days prior to RFO release the name of the project. The Contractor shall advise the Contracting Officer within 3 calendar days prior to RFO release of a particular task order which may result in a potential organizational conflict of interest. Upon being so informed, or if the Contracting Officer independently identifies the potential organizational conflict of interest, the Contracting Officer shall determine which of the following is in the best interests of the Government and so advice the Contractor;

### d. H.12 TASK ORDERING PROCEDURE

Paragraph (a) Response to RFO's 3rd paragraph, delete "and time specified"....

### 8. SECTION JATTACHMENTS

**Attachment B,** Direct Labor Rates, Indirect Rates, and Award Fee Matrices are deleted and replaced with updated Attachment B.

**Attachment C,** Financial Management Reporting Requirements are deleted and replaced with the revised Attachment C.

**Attachment D**, DD Form 254, Contract Security Classification Specification are deleted and replaced with the revised Attachment D.

(End of Modification 1)

Solicitation No. 49826-GGU April 15, 2005

-----

1. PRIME DIRECT LABOR RATE MATRIX (For All Task Orders)

OFF-SITE	TRIX (For All Task Orders) Pool: Product & Services					
	CY 1	CY 2	CY 3	0		
Labor Categories	HR Rate	HR Rate		CY 4	CY 5	CY 6
Program Manager	1111 Trace	Jink Kate	HR Rate	HR Rate	HR Rate	HR Rate
Project Manager I						•
Project Manager II						•
Project Manager III						
System Engineer - Entry Level						
System Engineer - Junior						
System Engineer I	***************************************					
System Engineer II						
System Engineer III						
System Engineer - Senior	<del></del>					
Software Engineer - Entry Level	<del></del>					
Software Engineer - Junior						
Software Engineer I						
Software Engineer II	1					
Software Engineer III	**********					
Software Engineer - Senior	**********					
Programmer/Analyst - Entry Level						
Programmer/Analyst - Junior						
Programmer/Analyst I						
Programmer/Analyst II						
Programmer/Analyst III	`					
Programmer/Analyst - Senior						
rest Engineer - Entry Level	<del></del>					
est Engineer - Junior						
est Engineer I						
est Engineer II						
est Engineer III						
est Engineer - Senior						
ME/Technical Expert - Junior	-					
ME/Technical Expert I						
ME/Technical Expert II	······································					
ME/Technical Expert III						
ME/Technical Expert - Senior	<del></del>					
ME/Technical Expert - Consultant	•					
ngineer Support - Entry Level	-					
ngineer Support - Junior	-					
ngineer Support I						
ngineer Support II						
ngineer Support III	<del></del>					
ngineer Support - Senior	•					
dministrative Support - Junior						
dministrative Support I	-					
Iministrative Support II	-					
dministrative Support III	<b></b>					
Iministrative Support - Senior	<b></b>					
& V Tools CM	•••					
& V Tools Evaluator						1
& V Tools Engineer/Developer						
searcher Methods & Tech						
searcher Software Quality						1
ministrative Manager I						1

Solicitation No. 49826-GGU April 15, 2005

CY 6

HR Rate

PRIME DIRECT LABOR RATE MATRIX (For All Task Orders)
 ON-SITE Pool: Product & Services

CY 2

HR Rate

CY3

HR Rate

CY 4

HR Rate

CY 5

HR Rate

ON-SITE	Pool
	CY 1
Labor Categories	HR Rate
Program Manager	
Project Manager I	***************************************
Project Manager II	····
Project Manager III	***************************************
System Engineer - Entry Level	
System Engineer - Junior	<del></del>
System Engineer I	
System Engineer II	
System Engineer III	
System Engineer - Senior	<del></del>
Software Engineer - Entry Level	·····
Software Engineer - Junior	
Software Engineer I	·····
Software Engineer II	
Software Engineer III	
Software Engineer - Senior	<del></del>
Programmer/Analyst - Entry Level	****
Programmer/Analyst - Junior	<del></del>
Programmer/Analyst I	
Programmer/Analyst II	
Programmer/Analyst III	~
Programmer/Analyst - Senior	<del></del>
Test Engineer - Entry Level	
Test Engineer - Junior	<b>-</b>
Test Engineer I	•••
Test Engineer II	•••
Test Engineer III	
Test Engineer - Senior	
SME/Technical Expert - Junior	
SME/Technical Expert I	
SME/Technical Expert II	
ME/Technical Expert III	
ME/Technical Expert - Senior	
ME/Technical Expert - Consultant	
ngineer Support - Entry Level	
Ingineer Support - Junior	
ngineer Support I	
ngineer Support II	
ngineer Support III	
ngineer Support - Senior	
dministrative Support - Junior	
dministrative Support I	
dministrative Support II	
dministrative Support III	
dministrative Support - Senior / & V Tools CM	
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& V Tools Engineer/Devel	
& V Tools Engineer/Developer	
esearcher Methods & Tech	
esearcher Software Quality Iministrative Manager I	
dministrative Manager I	

Solicitation No. 49826-GGU April 15, 2005

# 2. PRIME INDIRECT COST RATE MATRIX (For All Task Orders)

Indirect Expenses	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
Off-Site Overhead	1	ı	1	I	l	ļ
On-Site Overhead						
Fringe Benefits						
General & Administrative						
Materials & Subcontracts						

Solicitation No. 49826-GGU April 15, 2005

# 3. PRIME AWARD FEE RATE MATRIX (For All Task Orders)

Award Fee Rate	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%

Solicitation No. 49826-GGU April 15, 2005

1. Northrop Grumman, IT Defense Mission Systems LOADED LABOR RATE MATRIX (For All Task

Labor Coton	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
Labor Categories	HR Rate	HR Rate	HR Rate		HR Rate	HR Rate
Program Manager			•	1	int itale	ink Kau
Project Manager I						
Project Manager II						
Project Manager III						
System Engineer - Entry Level						
System Engineer - Junior						
System Engineer I						
System Engineer II						
System Engineer III						
System Engineer - Senior						
Software Engineer - Entry Level						
Software Engineer - Junior						
Software Engineer I						
Software Engineer II	*					
Software Engineer III						
Software Engineer - Senior						
Programmer/Analyst - Entry Level						
Programmer/Analyst - Junior						
Programmer/Analyst I						
Programmer/Analyst II						
Programmer/Analyst III						
Programmer/Analyst - Senior						
lest Engineer - Entry Level						
Test Engineer - Junior						
Test Engineer I						
est Engineer II						
est Engineer III						
est Engineer - Senior						
ME/Technical Expert - Junior						
ME/Technical Expert I						
ME/Technical Expert II						
ME/Technical Expert III						
ME/Technical Expert - Senior						
ME/Technical Expert - Consultant						
ngineer Support - Entry Level						
ngineer Support - Junior						
ngineer Support I						
ngineer Support II						
ngineer Support III						
ngineer Support - Senior						
dministrative Support - Junior						
dministrative Support I						
dministrative Support II						
dministrative Support III						
dministrative Support - Senior						
& V Tools CM						
& V Tools Evaluator						
& V Tools Engineer/Developer						
esearcher Methods & Tech						
esearcher Software Quality						
Iministrative Manager I						

Solicitation No. 49826-GGU April 15, 2005

CY 6

HR Rate

1. Northrop Grumman, IT Defense Mission Systems LOADED LABOR RATE MATRIX (For All Task

Orders): ON-SITE	
Labor Categories	
Program Manager	
Project Manager I	
Project Manager II	
Project Manager III	
System Engineer - Entry Level System Engineer - Junior	
System Engineer I	
System Engineer II	
System Engineer III	
System Engineer - Senior	
Software Engineer - Entry Level	
Software Engineer - Junior	
Software Engineer I	
Software Engineer II	
Software Engineer III	
Software Engineer Control	
Software Engineer - Senior Programmer/Analyst - Entry Level	
Programmer/Analyst - Entry Level	
Programmer/Analyst I	
Programmer/Analyst II	
Programmer/Analyst III	
Programmer/Analyst - Senior	
Test Engineer Entry Loyal	
Test Engineer - Entry Level Test Engineer - Junior	
Test Engineer I	
Test Engineer II	
Test Engineer III	
Test Engineer - Senior	
SME/Technical Expert - Junior	
SME/Technical Expert I	
SME/Technical Expert II	
SME/Technical Expert III	
SME/Technical Expert - Senior	
SME/Technical Expert - Consultant	-
Engineer Support - Entry Level	
Engineer Support - Junior	
Engineer Support I	
Engineer Support II	
Engineer Support III	
Engineer Support - Senior	
Administrative Support - Junior	
Administrative Support I	_
Administrative Support II	_
Administrative Support III	-
Administrative Support - Senior	-
V & V Tools CM	-
V & V Tools Evaluator	
V & V Tools Evaluator V & V Tools Engineer/Developer	
Researcher Methods & Tech	
Researcher Software Quality	
Administrative Manager I	<del>.</del>
dministrative Manager II	4

Solicitation No. 49826-GGU April 15, 2005

# 2. PRIME INDIRECT COST RATE MATRIX (For All Task Orders)

Indirect Expenses	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
Facility (Non-Metro B)		ı	l	ı		
Overhead (Services Low)						
Overhead (Services High)						
Fringe Benefit (EB-A)						
General & Administrative						
Materials & Subcontracts						

# FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

### **General**

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedures and Guidelines NPR 9501.2D entitled, "NASA Contractor Financial Management Reporting," effective date May 23, 2001, and additional instructions issued by the Contracting Officer.

#### a. Level of Detail

The Contractor's 533 reports shall contain a summary of total contract costs, as well as a separate 533 sheet for each Task Order. The reports shall contain a breakdown of each area by element of cost, i.e. direct labor hours/dollars (by category), overhead, general & administrative (G&A), travel, equipment, material, and other direct costs.

The government reserves the right to require a lower level of 533 reporting for particular task orders on a case by case basis as specified by the Contracting Officer. The purpose of this is to allow the government to separate costs on task orders that support multiple WBS elements on in-house instruments and/or missions.

### b. Distribution

The Contractor shall distribute 533 reports to each addressee and on the schedule indicated in the Basic Contract Clause F.4 DELIVERY SCHEDULE.

# c. Reporting Requirements

#### NNG05CB17C, Mod 1 ATTACHMENT C

Each report shall provide cost data for reporting categories presented below. The list below is not intended to require a particular order or organization of the data.

#### Direct Labor

List applicable labor categories indicating prime or subcontracted
Labor Hours
Labor Dollars
Subtotal Prime Direct Labor Hours
Subtotal Subcontract Labor Hours
Subtotal Prime Direct Labor Dollars
Subtotal Subcontract Labor Dollars

Total Overhead Total Fringe

Other Direct Costs

Material Total Subcontracts Travel Miscellaneous

Total ODC's

Subtotal (Direct Cost plus Overhead)

**G&A** Expense

**Total Cost** 

Award Fee

Total Cost Plus Award Fee (CPAF)

### NNG05CB17C, Mod 1 ATTACHMENT C

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

The 533 for each task order shall report direct labor hours by category.

All discrepancies, errors, or corrections that are part of a 533 report shall be noted. A detailed explanation is required only if discrepancies, errors, or corrections total more than \$100 per report.

# d. Other Special Reports

The Contractor shall submit, as required, special cost or manpower reports either in the areas of actuals, projections or both. These reports may take the form of labor, overhead, other direct charges, billing analyses or other business information. When required, specific instructions will be provided by the Contracting Officer.

			**سريا*		OMB Armrovei 2700-0042
AMENDMENT OF SOLICIT	ATION/MODIFICATION	N OF CONTRAC	1. CON	ITRACT ID CODE	PAGE OF PAGE
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/FUR	\$ · · · · · · · · · · · · · · · · · · ·		1 2
2	See Block 16C	See page		5. 1	ROJECT NO. (If applicable)
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NASA/IV&V Facility			304-367 <b>-</b> 8	2401	
Fairmont, WV 26554			noore@n		
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11. THIS	SITEM ONLY APPLIES TO	O AMENDMENTS	OF SOLICIT	May 11.	2005
The above numbered solicitation is amendates must acknowledge receipt of this amendation of the solicitation is a solicitation.	ed as set forth in Item 14. The hor	ur and date specified for	receipt of Office	. Managana	is not extended.
A THIS CHANGE ORDER IS ISSUED PURSU	MAPPLIES ONLY TO MOI IES THE CONTRACT/OR JANT TO: (Specify Bulliority) THE CH	DIFICATIONS OF O	Total Oblin  CONTRACT  CRIBED IN 1  M 14 ARE MADE	SOURCE CONTRACT CONTR	ORDER NO. IN ITEM 10A.
FORTH IN ITEM 14, PURSUANT TO THE	DER IS MODIFIED TO REFLECT THE AUTHORITY OF FAR 43, 103(D).	ADMINISTRATIVE CHANG	ES (Ruch as chang	es in paying office, sp	propriation date, etc.) SET
C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUANT TO AUTHO	ORITY OF:		**************************************	
D. OTHER Specify type of modification and author	îy)		· · · · · · · · · · · · · · · · · · ·		
FAR Clause 52.243-2, Cha	ngesCost-Reimburs	ement Alternate	I (APR 19	984)	
IMPORTANT: Contractor X is	i im in all and and was delt	ign this document a	nd return	coples to th	e issuing office.
DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section headings, in	ncluding solicitation/contract	subject matter who	re teasible )	
Contract Value			Funded	Amount	
From Incre			From	Increase	To
ost \$1,301,845 \$3,470	,782 \$4,772,627	Cost \$	1,020,000	\$772,727	
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otal \$1,432,029 \$3,817,			<u>920,000</u> 1,046,000	<u>\$77,273</u> \$850,000	<u>\$103,273</u> \$1,896,000
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STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is revise contract Sections B, and adds funds as follows:

# SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.8 Estimated Cost and Award Fee are revised as follows:

The estimated cost of this contract is \$4,772,627. The maximum available award fee, excluding base fee, if any, is \$477,262. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$5,249,889.

b. Summary of Task Orders. The NGIT Task Order is reflected as follows:

Task Order	Supplies or Services	Unit Price	FROM	ВУ	ТО
1	Mars Phoenix Software IV&V	NTE	\$1,432,029	\$0	\$1,432,029
2/1	GLAST	NTE	\$1,782,062	-\$582,189	\$1,199,873
3	LRO	NTE	\$0	\$2,617,987	\$2,617,987
TOTAL			\$3,214,091	\$2,035,798	\$5,249,889

c. Accounting information:

PR#	AMOUNT
4200137009	\$50,000
4200138619	\$800,000
TOTAL	\$850,000

- d. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$1,792,727 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **July 7, 2006**.
  - (b) An additional amount of \$77,273 is obligated under this contract for payment of fee.

(End of Modification 2)

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	SA/IV&V Faci	lity		Delma Moore					
Fai	rmont, WV 26	554		Phone: 304-3					
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This modification recognizes the award fee earned for the period one (1) evaluation period from May 11, 2005 through December 31, 2005 (Ref: FDO Letter dated February 13, 2006). Of the total available award fee of \$103,590, the Contractor earned **\$92,454.08 or 89.3%** of available award fee.

(a). The following provisional fee payments have been submitted for payment during this period:

Invoice No.	Amount Paid
1F - 1/29/05 - 2/25/05	\$7,594.07
Total Amount of Provisional Fee Payments	\$7,594.07

(b). The total amount of earned award fee less the sum of provisional payments follows:

First (1) Period Earned Award Fee	\$92,454.08
Less the Total Provisional Fee Payments	(\$7,594.07)
NET PAYABLE AMOUNT DUE:	\$84,860.01

(c). <u>AN AMOUNT OF **\$84,860.01** SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.</u>

(End of Modification 3)

							OMB Approval 270	00-904;
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	•		Delma.j.moore	∍@n	asa.gov			
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The purpose of this modification is revise contract Sections B, Section G and adds funds as follows:

# 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$1,848,123 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **August 7, 2006.**
  - (b) An additional amount of \$5,540 is obligated under this contract for payment of fee.
- b. Accounting information:

PR#	Amount
4200143141	\$60,936

## 2. SECTION G - CONTRACT ADMINISTRATION DATA

Section G.4 Award Fee For Service Contracts subparagraph (f)(1) is deleted in its entirety and replaced with the following:

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a quarterly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 70% or the prior period's evaluation score.

(End of Modification 4)

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The purpose of this modification is revise contract Sections B and adds funds as follows:

## 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$3,122,859 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **July 31, 2006**.
  - (b) An additional amount of \$127,474 is obligated under this contract for payment of fee.
- b. Accounting information:

PR#	Amount
4200151174	\$1,402,210

(End of Modification 5)

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	RTANT: Contractor	X is not,	is requ	red to si	gn this document and re	eturn	copies to the i	ssuing off	ice.
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	\$3,122,859	\$555,751	\$3,678,	610					
Fee	<u>\$236,287</u>	<u>\$55,575</u>	<u>\$291.</u>	862					
Total	\$3,359,146	\$611,326	\$3,970,	472					
xcept at prov	idad herein, eil lerma and conditi	ans of the document r	eferenced in it	om SA or 10A	, as herotofore changed, remains u	nchennad :	and in full forms and also		
SA. NAME /	AND TITLE OF SIGNER (Typ	e or print)			16A. NAME AND TITLE OF C	ONTRACT	ING OFFICER (Type)	or orinti	
	•	•		:	Delma J. Moo			- printy	
·····				i	Contracting O				
56. CONTR	ACTOR/OFFEROR		15C. DATE	SIGNED	168. UNITED STATES OF AM	IERICA		16C. DATE S	SIGNED
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-					By Welman	M	100a_	5/16/20	06
(8	Signalure of person authorizes	to sign)		-	(Signature of C	untracting			
SN 7540-01-				30-1	05		TANDARD FORM	30 (REV 1	0-83)
revious El	DITION UNUSABLE			Computer (	Seneraled	P	rescribed by GSA AR (48 CFR) 53,243		- <del></del>

The purpose of this modification is revise contract Sections B and adds funds as follows:

# 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$3,678,610 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **September 30, 2006.**
  - (b) An additional amount of \$55,575 is obligated under this contract for payment of fee.
- b. Accounting information:

PR#	Amount
4200156409	\$611,326

(End of Modification 6)

	TATION/MODIFICATION	LOT CONTO A AM	1. CONTRACT ID COD	OMB Approvial 2700-010 E PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE			1 2
7	See Block 16C	4. REQUISITION/PURCHASE I	REQ. NO.	5. PROJECT NO. (If applicable
ISSUED BY	CODE 180,V	7. ADMINISTERED BY (If other	Ale Co	
NASA/GSFC		——————————————————————————————————————		CODE 180.V
NASA/IV&V Facility		Delma Moore		
		Phone: 304-3		
Fairmont, WV 26554		Delma.j.moor	e@nasa.gov	
NAME AND ADDRESS OF CONTRACTOR (No. SI	reel, county, State and ZIP: Code)		(4) GA. AMENDM	ENT OF SOLICITATION NO.
Jorthron Grumman I-f				·
Northrop Grumman Informatio 3110 Gatehouse Road	n technology		BB. DATED (S	EE ITEM 11)
· ····· <del>- ·</del>				
alis Church, VA 22042			10A. MODIFIC	ATION OF CONTRACT/ORDER
			X NNG	05CB17C
ops 1VXZ9	FACILITY CODE		108. DATED (	SEE ITEM 13)
		AMENDAMINA	May 1	1, 2005
The above numbered solicitation is amende	SITEM ONLY APPLIES TO	VAMENUMENTS OF SC	LICITATIONS	
fers must acknowledge receipt of this amenda  By completing items 8 and 15, and returning	mont attached to the man	r and date specified for receipt	of Offers is exte	nded, 🔲 is not extende
By completing Home 5 and 67	were bree to me norn aile data she	icilied in the solicitation or as ar	handed, by one of the I	following methods:
By completing Items 8 and 15, and returning (c) By separate letter or telegram which ind	one (1) copy of the amendment:	(b) By acknowledging receipt or	f this amendment on a	con applied the effect when it
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B/NC: GHP PPC: PS				
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This modification recognizes the award fee earned for the Second (2nd) evaluation period January 1, 2006 through June 30, 2006 (Ref: FDO Letter dated August 8, 2006). The total available award fee is \$244,284.00, NGIT earned \$218,634.18 or 89.5% of available award fee.

(a). The following provisional fee payments have been submitted for payment during this period:

Invoice No.	Amount Paid
Total Amount of	
Provisional Fee Payments	\$169,359.00

(b). The total amount of earned award fee less the sum of provisional payments follows:

Second (2) Period Earned Award Fee	£210 (24.15
	\$218,634.18
Less the Total Provisional Fee Payments	(\$169,359.00)
NET PAYABLE AMOUNT DUE:	\$ 49,275.18

(c). AN AMOUNT OF \$49,275.18 SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.

(End of Modification 7)

					,		CHB Appro	el 2700-0042	
AMENDMENT OF SOLI	CITATION/MODI	FICATION	OF CONTRACT	1. CON	TRACT ID CODE	<u></u>	PAGE C	F PAGE	8
AMENDMENT/MODIFICATION NO.	a. EFFECTIVE O		4 REQUISITION/PURCHASE	EQ. NO.		E 000 II	1	<u></u>	2
8	See Blo	ck 16C	See page 2			a. PHQUE	CT NO. (If a	opticable)	
ISSUED BY	CODE 180.V		7. ADMINISTERED BY (If other	than lium	6)	CODE	180.	7	<del></del> -
NASA/GSFC			Delma Moore				h	·	<del></del>
NASA/IV&V Facility			Phone: 304-3	367-8	491				
Fairmont, WV 26554			Delma-j.moor	e@n	asa.gov				
NAME AND ADDRESS OF CONTRACTOR (	lo, Siteat, county, State and	ZIP: Code)						······································	<u> </u>
				100	BA. AMENOME	NT OF SC	ALICITATION	NO.	
lorthrop Grumman Informa	ation Technolog	у			98. DATED (SI	E ITEM 1	1)	******	
110 Gatehouse Road									
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				19A. MODIFICATION OF CONTRACTIORDER NO.			<b>3</b> ,		
				X	NNGO	5CB1	7C	************	
DOE 1VXZ9	FACILITY	CODE			10B DATED (8		-		
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ACCOUNTING AND APPRO	PRIATION DATA				Obligation				***************************************
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13. TH	IS ITEM APPLIES	ONLY TO M	ODIFICATIONS OF CO	NTRA	CTS/OBDE	90			-
	MANUAL PERMITTERS AND A STREET	113 1 1 2 1 1 1 1 1							
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C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSU	IANT TO AUTHOR	IITY OF:		**************	····	<del></del>		-
D. OTHER Speedy type of modification and	nd kneity)								
FAR Clause 52.243-2, C	hangesCost-F	Reimburca	ment Altaranta I (A)	7M 40	10.41				
IMPORTANT: Contractor	la not, X la rec	Milliand to alm	ineur virailiate I (Ai	-H 18	154)				
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ee <u>\$291,862.00</u>	<u>\$316,723.00</u>	\$608,5	<u>85.00</u>						
sa,970,472.00	\$1,534,036.69	\$5,504,50	08.69						
BL Droyfried therein, all turnes									
is at provided therein, all terms and conditions of NAME AND TITLE OF SIGNER (Type or	i vio quaument referenced bi print)	illem SA or TDA, a	s hereloidre changed, remains und	anged er	od in tuli torce and	allect.			
Jacquel R. Tomlin			6A. NAME AND TITLE OF CON	TRACTI	VG OFFICER	Type or p	rintj	<del></del>	*******
Contracts Manager			Delma J. Moore						
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The purpose of this modification is: (1)) add funds (2) denote that contract value for this contract shall be consistent with the current total Summary of Task Order Awards as reflected in NASA's Task Order Management Systems (TOMS), effective with execution of Modification #3; (3) revise contract Sections B, F and J as follows:

# 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$4,895,923.69. This allotment is for \$1,534,036.69 and covers the following estimated period of performance: **December 13, 2006.**
  - (b) An additional amount of \$316,723 is obligated under this contract for payment of fee.

### b. Accounting information:

PR#	Amount
4200171185	\$1,484.69
4200172006	\$34,958.00
4200171731	\$390,014.00
4200170217	\$282,818.00
4200175071	\$424,762.00
4200176283	\$400,000.00
Total	\$1,534,036.69

c. Effective as of Modification #3 dated February 14, 2006, the contract value for this contract shall be consistent with the current total Summary of Task Order Awards as reflected in NASA's TOMS.

# 2. SECTION F – DELIVERIES OF PERFORMANCE

Section F.4 Delivery Schedule (GSFC 52.211-96) of the MAC contracts currently requires the ICPR (Item 4) to be submitted "Monthly, on or before the 10<sup>th</sup> business day following the month" is changed to "Monthly, on or before the 12<sup>th</sup> business day following the close of the monthly accounting period".

### 3. SECTION J - ATTACHMENTS

**Attachment A** Statement of Work (SOW) dated 7/04 is hereby deleted and replace with the revised attached SOW dated August 29, 2006.

(End of Modification 8)

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# Independent Verification and Validation (IV&V) of Software Services Statement of Work

#### 1. Introduction

### 1.1. Software Systems IV&V

Independent Verification and Validation (IV&V) is a systems engineering process employing rigorous methodologies for evaluating the correctness and quality of the software system throughout the development life cycle. Verification processes determine whether or not the products of a given development activity conform to the requirements established for the activity. Validation processes evaluate the software system throughout the development life cycle to determine whether or not the software satisfies its intended use and user needs are satisfied within the context of the system. IV&V is performed by an organization that is technically, managerially, and financially independent from the developing organization.

#### 1.2. Scope

This contract is for the performance of IV&V on selected software systems being developed by or for NASA and other Federal, State and local government agencies.

### 1.3. Terminology

As used in this statement of work the following shall apply:

- 1. **Project (or development project)** refers to an activity for which software is being generated.
- 2. The term **Contractor** refers to the contractor organization performing the IV&V of software generated by a Project.
- 3. NASA IV&V Project Manager refers to IV&V Facility civil servant personnel, appointed by IV&V Facility Management, who perform project management functions.
- 4. **IV&V Task** is the lowest level component of the IV&V effort with the most detailed description.
- 5. **IV&V Work Breakdown Structure (WBS)** is a standardized description of IV&V tasks. The WBS is written in terms of "what" must be done but not "how" it is to be done (i.e. performance based tasks). The IV&V WBS is part of the IV&V Facility's Management System and can be found in System Level Procedure (SLP 09-1) at <a href="http://iso9000.ivv.nasa.gov">http://iso9000.ivv.nasa.gov</a>
- 6. **IV&V Services** is a generic term used to encompass the scope of work described by the IV&V WBS.
- 7. **IV&V effort** refers to one or more IV&V tasks being performed on a project (e.g. the space shuttle IV&V effort)

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8. IV&V Planning and Scoping is an activity performed for each project before IV&V services begin on that project. During this activity, project artifacts are examined to identify the software components and determine those that are critical to project success. The critical software items are further evaluated to determine the scope of the IV&V effort needed and to identify the specific IV&V tasks that should be performed. IV&V Planning and Scoping for a particular project will be performed separately from this contract.

#### 1.4. Approach to IV&V Services Tasking

Before IV&V services begin on a particular project, an IV&V Planning & Scoping activity will be performed to determine the IV&V tasks that should be performed on each critical software component. This IV&V Planning and Scoping activity will be performed separately from this contract. During this activity, each software component will be assessed to determine its Software Integrity Level (SIL) (see IEEE Std. 1012) using an IV&V Facility standard process and SIL scheme. The SIL, and other project-unique characteristics, will be used to determine the tasks from the IV&V WBS that should be applied to the component.

Once the IV&V Planning and Scoping activity is complete, the results will be used to generate a task order that defines the IV&V services required under this contract for a particular project. The descriptions of the required IV&V tasks from the current version of the IV&V WBS will be duplicated (not referenced) into the task order Statement of Requirements for a given project. On rare occasions, the task descriptions from the WBS will be tailored to the specific needs of the project. The task order (and any subsequent modifications) will define the IV&V services to be performed for a particular project. Therefore, the IV&V Facility WBS can be used by the contractor to understand the potential detailed tasks that may be directed via a task order, but the WBS does not include requirements for this contract and WBS modifications are not changes to the contract. Because the technical reporting requirements (e.g. Task Reports, Milestone Reports, Flight Readiness Reports) for each project vary significantly, the content, format, and delivery requirements of those reports will be specified in each task order.

Once IV&V services have commenced on a project, any re-planning or re-scoping of the IV&V services will be performed with support from the IV&V services contractor.

#### 1.5. **Project Interfaces**

The NASA IV&V Facility's paradigm for interfacing with a project in the performance of IV&V is as follows. While none of the following are requirements, they do represent the typical IV&V Facility approach to IV&V of projects.

- 1. Part of the Contractor staff is located at the project site(s) to function as the "eyes, ears, and advocates" of the IV&V effort. (The project site portion of the Contractor Team workforce is normally less than 50% of the entire Contractor Team.) Part of the Contractor staff is located at the IV&V Facility to promote synergism across projects.
- 2. The Contractor staff is composed of both project domain experts as well as software discipline experts.

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- 3. Management of the Contractor's IV&V effort for a project is located at the IV&V Facility to promote a close working relationship with the NASA IV&V Project Manager and to help effect the synergism described above.
- 4. Contractor management is located at the IV&V Facility to promote timely and effective working relationships with the NASA staff and management.
- 5. NASA IV&V Project Managers are located at the IV&V Facility.
- 6. The project does not have a representative at the IV&V Facility.

As described in IV&V SLP 09-4, some form of Formal Agreement is used to govern the relationship between the IV&V Facility and the project. Below is a graphical representation of the common interfaces between a project and the IV&V effort for that project (Figure 1-1). This graphical representation does not show all interfaces between the IV&V Facility and the project. For instance interfaces for issue escalation can be highly project dependent, and are therefore not shown in this generalized representation.

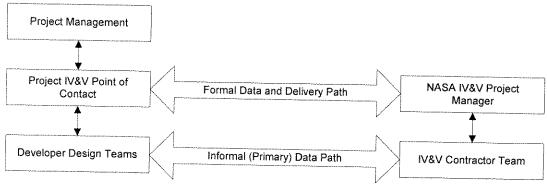


Figure 1-1

As shown, the formal relationship between the project and the IV&V effort is through the NASA IV&V Project Manager and the project's designated IV&V Point of Contact (POC). This POC is sometimes a dedicated individual, but is usually someone in the Project who has other duties, as well. This path is used for all formal deliverables to the project as well as formal interchange of data. The contractor does not normally send formal deliverables directly to the project. Formal delivery to the project is normally performed by the NASA IV&V Project Manager. This path is also used for any other formal coordination necessary between the IV&V effort and the project (e.g. schedule changes, access to project facilities, scope changes).

Ideally, normal contractor team interaction with the project will be through the various developer/design teams on an informal basis. This is the desired primary data path for conveying IV&V analyses results (e.g. issues and recommendations) in a timely manner to the project. Utilizing this path of communication with the project also ensures a "no surprises" policy where the developer is not surprised by analysis results being communicated through the chain of authority. This "no surprises" policy helps to build effective and cooperative relationships between the developers and the IV&V team. Ideally, the informal path is also the primary path for transmission of software artifacts and project data to the IV&V effort.

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### 2. Reference Documents

The following documents provide useful reference material. They are for informational purposes only. They are not requirements under this contract.

### 2.1. Government Documents

- NASA Procedures and Guidelines (NPG) 7120.5, NASA Program and Project Management Processes and Requirements
- 2. NASA Policy Directive (NPD) 2820.1C, NASA Software Policy
- 3. NASA Software IV&V Facility Project Manager's Handbook (Draft August 2003)
- 4. IV&V Facility Management System documents (iso9000.ivv.nasa.gov)
- 5. NASA IV&V Strategic Implementation Plan. (www.ivv.nasa.gov/policies/index.shtml)

### 2.2. Industry Documents

- Institute of Electrical and Electronics Engineers (IEEE)/Electronic Industries
   Association (EIA) 12207.0-1996, Industry Implementation of International Standard
   International Organization for Standardization (ISO)/International Electro-technical
   Commission (IEC) 12207: 1995, Standard for Information Technology—Software
   Life Cycle Processes
- 2. IEEE/EIA 12207.1-1997, Guide for ISO/IEC 12207, Standard for Information Technology—Software Life Cycle Processes—Life Cycle Data.
- 3. IEEE/EIA 12207.2-1997, Guide for ISO/IEC 12207, Standard for Information Technology—Software Life Cycle Processes—Implementation Considerations
- 4. IEEE Std 1012-1998, Standard for Software Verification and Validation
- 5. Software Engineering Institute, Capability Maturity Model Integration (http://www.sei.cmu.edu/cmmi/)

### 3. Requirements

This section defines requirements that are applicable to all task orders within the scope of this contract. The set of requirements specific to a given project will be defined in the task order(s) for that project. The task order will describe, in detail, the IV&V services and deliverables required for that project.

### 3.1. Contractor Management

The Contractor shall manage the associated activities necessary to support the requirements of this contract. The Contractor shall perform both contract-level and project-level management.

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### 3.1.1. Contract-Level Management

Contract-level management activities shall include but are not limited to:

- 1. Manage, control, and report on the contractor's overall effort to ensure compliance with cost, schedule, and technical requirements;
- 2. Coordinate the Contractor's IV&V efforts including participation of various levels of management at the IV&V Facility, Center representatives, and others external to the Contractor organization, as required;
- 3. Ensure proper initiation, scheduling, reporting, and review of the IV&V Services for each project;
- 4. Optimize the utilization of Contractor personnel across multiple projects;
- 5. Manage and ensure the performance of any/all subcontractor(s) throughout the period of performance of each subcontract.

## 3.1.2. Project-Level Management

Project-level management activities shall include, but are not limited to:

- 1. Manage, control, and report on the specific IV&V Services for each project to ensure compliance with cost, schedule, and technical requirements;
- 2. Coordinate IV&V Services for each project including participation of project developers, NASA Civil Servants, Government contractors, and others external to the Contractor organization, as required;
- 3. Optimize the utilization of Contractor personnel within each project;
- 4. Conduct informal weekly status Tag-Ups, when required, among the Contractor, the NASA IV&V Project Manager, and the project IV&V POC ensure adequate coordination among project IV&V efforts. The Contractor shall document,
- 5. respond to, and track the actions resulting from these weekly meetings if requested by the NASA IV&V Project Manager.

## 3.2. Quality Management and Continuous Improvement

The Contractor shall institute policies, procedures, processes, and metrics that will ensure IV&V products meet contract requirements and will promote continuous improvement of the products and processes. The contractor shall, at a minimum, include International Organization of Standards (ISO) 9001:2000 certification, Capability Maturity Model Integration (CMMI), and metrics as specifically required below in their continuous improvement process.

#### 3.2.1. ISO 9001:2000

The Contractor shall maintain ISO 9001:2000 Certification of their IV&V processes throughout the life of this contract. Should the Contractor not be ISO 9001:2000 certified for their IV&V processes at the time of their proposal submittal, the Contractor shall become ISO 9001:2000 certified within 12 months of the contract award.

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#### 3.2.2. CMMI

The Contractor shall maintain their IV&V processes at Capability Maturity Model Integration (CMMI) maturity level 2 or above throughout the life of this contract. The Contractor shall participate in and maintain an appraisal methodology that adheres to the Appraisal Requirements for CMMI (ARC), Version 1.1. The Contractor shall utilize a Standard CMMI Appraisal Method for Process Improvement (SCAMPI) ARC Class A Appraisal as the only means to substantiate CMMI maturity level 2 (either as part of their initial proposal submittal or subsequently during the life of this contract).

The Contractor may also utilize ARC Class B and C appraisal methods as part of their appraisal methodology. Specifically, the Contractor may utilize ARC Class B and/or C appraisal methods as the means to prepare for and/or provide sufficient justification to determine their readiness for conducting an ARC Class A appraisal, demonstrate progress against an improvement plan, and/or to provide an initial assessment, interim assessment and/or periodic self-assessment to gain insight into maturity and/or capability levels.

The Contractor shall provide appraisal results to the customer for all appraisals, regardless of the appraisal method, conducted throughout the life of this contract. Should the Contractor not be CMMI maturity level 2 or above at the time of their proposal submittal, the Contractor shall become CMMI maturity level 2 or above within 24 months of the contract award.

Should the Contractor regress and not maintain their IV&V processes at CMMI maturity level 2 or higher, the Contractor may choose to utilize an ARC Class B or Class C

Appraisal method, with COTR approval, to substantiate their process improvement efforts to corroborate CMMI maturity level 2 in applicable process areas. However, the COTR may request that a SCAMPI ARC Class A appraisal be conducted under these circumstances.

#### 3.2.3. Metrics

The contractor shall establish and maintain a metrics program that can be used by both the contractor and NASA to evaluate and improve the effectiveness and efficiency of the IV&V services being performed by the contractor.

The IV&V Facility is implementing a metrics program to evaluate and improve IV&V performance Facility-wide. Based on the data requirements of the Facility metrics program, the Contracting Officer may direct the Contractor to modify their collection and reporting of information so as to assist in the effort.

## 3.3. Contractor Tools Development and Application

The Contractor shall acquire, develop, modify, maintain, and apply, as necessary, tools and methodologies in support of their IV&V efforts. All software tools or methods developed by the Contractor as a part of this contract shall be documented using a Contractor proposed, COTR approved, documentation scheme. In addition, the IV&V Facility maintains an IV&V Tools Lab that provides tools for use by all Contractors.

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Tools or methods shall be approved by the COTR and the associated NASA IV&V Project Manager prior to use. The Contractor may also be required to use specific IV&V tools or methods to evaluate project processes and products or to capture the results of IV&V analyses. Currently, the only tool required to be used by all Contractors is the Project Issue Tracking System (PITS). PITS is used to capture all issues and risks identified during IV&V of a project.

The Contractor shall evaluate and report on tools and methods (e.g., tools developed by Facility's Research Team) on a case-by-case basis when requested by the COTR for the purpose of assessing them for use as an IV&V Facility-wide tool or methodology. Once a new tool has been added to the IV&V Tools Lab, it will become part of the standard tool suite available to all Contractors for IV&V services.

#### 3.4 **Data Retention**

The Contractor shall maintain and operate a library of each project's related documentation for use by the Contractor and NASA IV&V Facility personnel at a Contractor supplied location. This library shall include:

- 1. All documentation received from the Project or its contractors relating to the IV&V effort:
- 2. All correspondence generated as a part of the IV&V effort;
- 3. All correspondence received relating to the IV&V effort;
- 4. All deliverables provided under this contract.

At the close of each project, all items in the library related to the project shall be delivered to the COTR in electronic format.

#### Cooperation with IV&V Process Improvement and Research 3.5.

The IV&V Facility has, among others, two Overarching Goals (See 2.1 Ref. 5).

- 1. Become nationally recognized as a preeminent leader in IV&V expertise, tools, and processes.
- 2. Develop fully an internationally known and valued software assurance research presence.

The Contractor shall support these goals by making all software development and IV&V analysis products and related measurements received from the project or developed by the Contractor available to NASA. Examples of software development product items are requirements, designs, code, test results, reviews, and discrepancy and change reports. Examples of software development related items are measures of effort, cost, schedule, slippage, activity records, and personnel changes. Examples of IV&V analysis products include tool outputs and analysis documents and notes. Examples of IV&V analysis related measurements include performance measures, analysis effort, and analysis methods used.

The contractor shall also support these goals by coordinating their continuous improvement efforts (see section 3.2) with the IV&V Facility actions designed to achieve the Overarching

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Goals. This coordination includes attending meetings related to the Overarching Goals and providing inputs and assessments of Facility action plans as requested.

#### 4. Contract Deliverables

#### 4.1. Contract Progress Report

The Contractor shall compile, produce, deliver and be prepared to present a Monthly Contract Progress Report. The report shall be delivered on or before the second to last business day of the month during the time the Contractor has any active task orders. The report shall include, but is not limited to:

- a. An overall summary of contract work:
- b. Individual project progress summaries including risks to the IV&V effort and planned activities for the next two reporting periods;
- c. Contract deliverables made during the past month and planned deliveries for the next two months;
- d. Work progress per project; progress shall be measured and reported against published/delivered plans (e.g. 533Q and ICPR);
- e. Current contractual problems and/or issues, with proposed corrective actions, and
- f. Status of the contractor's continuous improvement program. The status shall include, but is not limited to:
  - a. Reporting of metrics and analysis of those metrics;
  - b. Progress in attaining contract requirements for CMMI;
  - c. Reporting of Process Improvement efforts and any corrective actions taken / implemented.
  - d. Reporting of involvement / actions taken in coordination with the Facility Research Program (e.g, brown bag discussion and coordination meetings with research management)

Copies of the Contract Progress Report shall be delivered to the CO, COTR, IV&V Services Lead, and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically.

## 4.2. Integrated Cost-Performance Report (ICPR)

The Contractor shall produce and deliver, as part of task order response, an initial ICPR. Within each project report, ICPR data shall be provided to the "task" level where "task" will be defined in each task order. The ICPR shall include the following (for each task):

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- a. A schedule of the authorized work in a manner which describes the sequence of work and identifies significant task interdependencies required to meet the requirements of the program.
- b. A time-phased budget baseline, at the control account level, against which program performance can be measured. Budget for far-term efforts may be held in higher level accounts until an appropriate time for allocation at the control account level. Initial budgets established for performance measurement will be based on either internal management goals or the external customer-negotiated target cost including estimates for authorized but undefinitized work.
- c. Budgets for authorized work with identification of significant cost elements (e.g., labor, material) as needed for internal management and for control of subcontractors.
- d. Identified management reserves and undistributed budget.

The Contractor shall compile, produce, and deliver a Monthly ICPR for each project (unless a task order specifically exempts a project). The report shall be delivered on or before the tenth business day following the month during which the Contractor has any active task orders that are not exempt from this report. The report shall include the following (for each task):

- a. Comparison of the amount of planned budget and the amount of budget earned for work accomplished. This comparison provides the schedule variance. Schedule variance shall be divided into externally caused and internally caused variances.
- b. Comparison of the amount of the budget earned and the actual (applied where appropriate) direct costs for the same work. The actual cost data shall be from, or reconcilable with, the accounting system used for NF 533M reporting. This comparison provides the cost variance.
- c. Identification of significant differences between both planned and actual schedule performance and planned and actual cost performance and provide the reasons for the variances in the detail needed by NASA IV&V Project Manager.
- d. Revised estimates of cost at completion based on performance to date, commitment values for material, and estimates of future conditions. Compare this information with the performance measurement baseline to identify variances at completion.
- e. Authorized changes to the performance measurement baseline and the effects of such changes in budgets and schedules.

Copies of the ICPR shall be delivered to the CO, COTR, and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically.

## 4.3. Monthly Software Status Report (MSSR)

The Contractor shall produce, and deliver an MSSR for each project on the second to last business day of each month (unless a task orders specifically exempts a project). This report

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shall include, but is not limited to, the following information for the reporting period:

- a. The Contractor's assessment of project software development status and progress as measured against planned progress and milestone achievement.
- b. A description of significant IV&V technical activities performed.
- c. Planned project development activities for the next two reporting periods that are pertinent to IV&V.
- d. Planned IV&V activities for the next two reporting periods, including specific development artifacts necessary to support those activities.
- e. A description of IV&V contributions to the project. The description shall include the impact on the project as well as the project's response. Contributions should be described quantitatively.
- f. Identification and status of significant project software risks and the Contractor's proposed mitigation. Status shall continue on each risk until it is removed. Rationale for all additions/deletions to the list shall be reported.
- g. Summary status of Technical Issue Memoranda (TIMs) and significant changes from the last reporting period.

In addition to the NASA IV&V Project Manager, the MSSR's target audience is the project's IV&V POC and the development Project Manager. Copies of the MSSR shall be delivered to the CO, COTR, IV&V Services Lead, , and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically. Facility personnel will provide a copy of this report to the Project.

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NAME OF OFFEROR OR CONTRACTOR

NORTHROP GRUMMAN INFORMATION TECH

ITEM NO. (A)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Government Furnished Property changed to: Y Procurement Organization changed to: 210.3 POP Zip + 4 changed to: 265548817 Contract will generate 1018 Reportable Property (Contract contains NFS clause 1852.245-73) changed to: Y CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from \$200,000,000.00 to \$5,504,508.69  CHANGES FOR DELIVERY LOCATION: GSFC Amount changed from \$200,000,000.00 to \$5,504,508.69  CHANGES FOR ACCOUNTING CODE: SAP Account code changed from CONVERTED TOTAL OF ALL SAP ALIS to SAP Amount changed from \$200,000,000.00 to \$5,504,508.69				
	FY06 G&A for Various Tasks  Incrementally Funded Amount: \$1,002,290.00  Delivery Location Code: IVV  NASA/Goddard Space Flight Center Independent Verif. &Valid. Facility 100 University Dr. Fairmont WV 26554 US  Amount: \$194,495,491.31  Accounting Info: 0000511800/6100.2550/FC000000/419683.03.01/000/255 0/51-419683/EXCX22006D/439A Cost Center: 0000511800 GI Account: 6100.2550 Order: FC000000 WBS Elementl: 419683.03.01 Item Number: 000 Commitment Item: 2550 Funds Center: 51-419683 Fund: EXCX22006D Functional Area: 439A			I.	4,495,491.31
	area: 439A				

The purpose of this modification is to add funds and revise contract Sections B as follows:

## SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$5,807,096.42. This allotment is for \$911,172.73 and covers the following estimated period of performance: February 28, 2007.

An additional amount of \$91,117.27 is obligated under this contract for payment of fee.

	Funded A	mount	
	From	Increase	To
Cost	\$4,895,923.69	\$911,172.73	\$5,807,096.42
Fee	<u>\$608,585.00</u>	\$91,117.27	\$699,702.27
Total	\$5,504,508.69	\$1,002,290.00	\$6,506 798 69

2. AMENDMENT/MODIFICATION NO.			PAGE OF PAGES
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006010	See Block 160	4200183571	
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NASA/Goddard Space Fligh		i	<b>₹ A A</b>
rocurement Operations	Division	NASA/Goddard Space Fligh Independent Verif.& Vali	t Center
Greenbelt MD 20771		100 University Dr.	d. racility
		Fairmone WV 26554	
NAME AND ADDRESS OF CONTRACTOR (			
White ADDICTOR OF CONTRACTOR I	(No., xirout, county, State and ZiP Code)	(x) BA. AMENDMENT OF SOLICITATION NO.	
ORTHROP GRUMMAN INFORMA	TION TECH		
110 GATEHOUSE RD		98. DATED (SEE ITEM 11)	
LLS CHURCH VA 22042-12	52	THE REAL PROPERTY OF THE PROPE	
		TO MODIFICATION OF CONTRACT	
		x NNG05CB17C	R NO.
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ODE ·		108. DATED (SEE ITEM 11)	
ALA	FACILITY CODE	05/11/2005	
	11. THIS ITEM ONLY APPLIES T	O AMENDMENTS OF SOLIGITATIONS	
The above numbered splicitation is amended :	Se sel forth in Irem 14. The hour son date of	and the day of the state of the	stonded. Dis not extended.
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STANDARD FORM 30 (REV. 10-83) Proscribed by GSA FAR (48 CFR) 63,243

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE O	
- OTHER STILL	NNG05CB17C/000010	2	
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NAME OF OFFEROR OR CONTRACTOR

NORTHROP GRUMMAN INFORMATION TECH

ITEM NO. (A)	SUPPLIES/SERVICES	QUANTITY UNIT	1	AMOUNT
(17)	(B)	(C) (D)	(E)	(F)
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The purpose of this modification is to add funds and revise contract Sections B as follows:

## SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$6,763,114.60. This allotment is for \$956,018.18 and covers the following estimated period of performance: April 30, 2007.

An additional amount of \$95,601.82 is obligated under this contract for payment of fee.

#### **Funded Amount**

	From	Increase	То
Cost	\$5,807,096.42	\$956,018.18	\$6,763,114.60
Fee	<u>\$699,702.27</u>	\$95,601.82	\$795,304.09
Total	\$6,506,798.69	\$1,051,620.00	\$7,558,418.69

PR	Amount
4200183571	\$1,051,620.00

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	15 000/507/14 45
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Proscribed by GSA FAR (48 CFR) 53.243

## 1) INDEX OF CLAUSES FOR CONTRACT

Delete the following titles:

H.4 - ONSITE PERSONNEL – REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99)(MAY 2003)

H.5 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (MAY 2003)

Add the following titles:

H.4 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES--MODIFICATIONS (GSFC 52.204-99) (DEC 2006)

H.5 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (SEPT 2006)

H.15 PERSONAL INDETITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2006)

2) H.4 - ONSITE PERSONNEL – REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99)(MAY 2003) is hereby deleted in its entirety and replaced with the following:

H.4 - CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES--MODIFICATIONS (GSFC 52.204-99) (DEC 2006)

(a) In accordance with FAR 52.204-9, Personal Identity Verification (PIV) of Contractor Personnel, the Contractor, upon receipt of a contract-specific PIV employee listing from GSFC Security Division, shall update the listing in accordance with the Step 1 letter procedures described in Attachment H, Personal Identity Verification Card Issuance Procedures. The Contractor shall provide the required information for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). Following submission of the updated/annotated listing to the Contracting Officer's Technical Representative (COTR) and Contracting Officer, the Contractor shall wait for a PIV card scheduling notice from the GSFC Security Division to proceed with Steps 2 through 6 of Attachment H. The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall proceed with Step 7 of Attachment H for PIV credentials for all onsite contract personnel with PIV cards. In addition, upon future written notice from the Contracting Officer, the Contractor shall follow Steps 1

through 7 in Attachment C for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

- (b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: Locator and Information Tracking System (LISTS) Manager, and the Contracting Officer's Technical Representative (COTR) of the contractor's designated LIST representative within 15 calendar days after award of this contract. The GSFC maintained LISTS contains work and home location and contact information for personnel that have permanent NASA/GSFC PIV cards. The Contractor may contact the LISTS Manager, Tel 301-286-2306 for assistance regarding LISTS.
- (c) For each contract employee, the Contractor must complete and submit a GSFC Form 24-27, "LISTS Form. The form is available from GSFC Stores Stock or online via NASA and GSFC systems <a href="http://gdms.gsfc.nasa.gov/gdmsnew/home.jsp">http://gdms.gsfc.nasa.gov/gdmsnew/home.jsp</a>. The GSFC Form 24-27 must be signed by the COTR or the Contracting Officer. The COTR will resolve any housing or access issues, review the forms for accuracy and completeness, and return the signed forms to the Contractor. The Contractor shall forward the form(s) to the GSFC Security Division, Code 240, for subsequent data entry into the LISTS.
- (d) The Contractor shall submit an annotated LISTS Report each month. The GSFC LISTS Manager will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
  - (2) Make handwritten changes to any other incorrect data.

The annotated LISTS Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: LISTS Manager, and to the COTR by the 10th calendar day of the month.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the

GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

- 3) H.5 GOVERNMENT PREMISES COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (MAY 2003) is hereby deleted in its entirety and is replaced with the following:
  - H.5 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (SEPT 2006)
  - (a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.

    (2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.
  - (3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.
  - (b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:
  - (1) Coordinated Harassment/Discrimination Inquiry Guidelines <a href="http://internal.gsfc.nasa.gov/directives/security.html">http://internal.gsfc.nasa.gov/directives/security.html</a>
  - (2) GMI 1152.9, Facilities Coordination Committee
  - (3) GPR 1600.1, GSFC Security Manual
  - (4) GPR 1700.1, Occupational Safety Program
  - (5) GPR 1700.2, Chemical Hygiene Plan
  - (6) GPR 1800.1, GSFC Smoking Guidelines
  - (7) GPR 1800.2, Occupational Health Program
  - (8) GPR 1860.1, Ionizing Radiation Protection
  - (9) GPR 1860.2, Laser Radiation Protection
  - (10) GPR 1860.3, Radio Frequency Radiation Safety
  - (11) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (12) GPR 2570.1, Radio Frequency Equipment Licensing
- (13) GPD 8500.1, Environmental Program Management
- (14) GPR 8710.2, Emergency Preparedness Program for Greenbelt
- (15) GPD 8715.1, GSFC Safety Policy

(16) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances may be obtained at <a href="http://gdms.gsfc.nasa.gov">http://gdms.gsfc.nasa.gov</a> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

- 4) In Section H, add the following Clause H.15 PERSONAL INDETITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2006)
  - H.15 Personal Identity Verification of Contractor Personnel (52.204-9) (JAN 2006)
  - (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
  - (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

# 5) Clause J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988) is hereby revised to include the following:

Attachment	Description	Date	No. of Pages
Н	Personal Identity Verification Card Issuance Procedures	12/2006	4

This modification includes full and complete equitable adjustment for the above described changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

**END OF MODIFICATION** 

<u>PIV Card Issuance Procedures in accordance with</u> FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

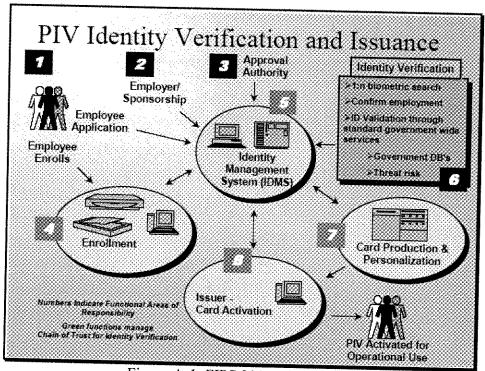


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

#### Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not

NNG05CB17C Mod 11 Attachment H

have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

#### Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

#### Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

<sup>&</sup>lt;sup>1</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, <u>MAY NOT BE USED</u> for the original issuance of a PIV vetted credential

#### Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

#### **Step 5**:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

#### Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

#### Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

## ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

- 1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
- 2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
- 3. Upon return of the completed NAC, the process will continue from Step 5.

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			x N	A. MODIFICATION OF CONTRACT/ORDER NG05CB17C	NO.
			10	B. DATED (SEE ITEM 11)	
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15A. NAME AND TITLE OF SIGNER (Type or print)	1000	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or	ffect.
16B. CONTRACTOR/OFFEROR		Delma Moore	jansj
	15C. DATE SIGNED	188 UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person buthorized to sign) NSN 7540-01-152-8070		Comments of Contracting Officers	01/30/2007

NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53,243

The purpose of this modification is to revise contract Sections B, Section J and add funds as follows:

#### 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$7,126,985.51. This allotment is for \$363,870.91 and covers the following estimated period of performance: May 20, 2007.

An additional amount of \$36,387.09 is obligated under this contract for payment of fee.

Mod			
12	Funded Ar	nount	
	From	Increase	To
Cost	\$6,763,114.60	\$363,870.91	\$7,126,985.51
Fee	\$795,304.09	\$36,387.09	\$831,691.18
Total	\$7,558,418.69	\$400,258.00	\$7,958,676,69

PR	Amount
4200186971	\$400,258.00

#### 2. SECTION JATTACHMENTS

**Attachment B,** Direct Labor Rates, Indirect Rates, and Award Fee Matrices is revised to add two additional labor categories.

Northrop Grumman- Space Technology (ST) ON SITE DIRECT LABOR RATE MATRIX (For All Task Orders)

Labor Categories	CY 2 (9/11/06- 5/10/07) HR Rate	CY 4 (5/11/08- 5/10/09) HR Rate	CY 5 (5/11/09- 5/10/10) HR Rate
SME/Technical Expert - Senior		<del></del>	<b></b>
SME/Technical Expert – Senior			

AMENDMENT OF SOLI	CITATION/MODIFIC	CATION OF CONTRACT		1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICAT	ION NO.	3. EFFECTIVE DATE	4. R	EQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (# applicable)
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D, OTHER (Sp	ecify type of madification	and authority)	······································		
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. IMPORTANT: Contracto		is required to sign this docume		······································	······································
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		and the second s	o, membri	a serving and abulact that a talk a	pawore.)
his modificati	on recognize	s the award fee e	arned		
for the Third (	3rd) evaluat	ion period July 1	. 200	6 through December 31	, 2006 (Ref: FDO
etter dated Fe	bruary 8, 20	07).	.,		, sone (Mar: LOO
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NSN 7540-01-152-8070 Previous soliton unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 This modification recognizes the award fee earned for the Third (3rd) evaluation period July 1, 2006 through December 31, 2006 (Ref: FDO Letter dated February 8, 2007). The total available award fee is \$332,007.00, NGIT earned \$308,766.51 or 93% of available award fee.

(a). No provisional fee payments were been submitted for payment during this period:

Invoice No.	Amount Paid
Total Amount of	
Provisional Fee Payments	\$0.00

(b). The total amount of earned award fee less the sum of provisional payments follows:

Third (3) Period Earned Award Fee	\$308,766.51	
Less the Total Provisional Fee Payments	(\$0.00)	
NET PAYABLE AMOUNT DUE:	\$308,766.51	

(c). <u>AN AMOUNT OF \$308,766.51 SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.</u>

(End of Modification 13)

AMENDMENT OF SOLICIT	TATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION	NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE RE	Q. NO.   5. PROJECT NO. (If applicable
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6. ISSUED BY	CODE	GSFC	7. ADMINISTERED BY (If other	han from 6) CODE IVV
NASA/Goddard Spac Procurement Opera Greenbelt MD 2077	tions Divis	nter ion	NASA/Goddard Span Independent Veri 100 University D Fairmont WV 2655	ce Flight Center  Valid. Facility
8. NAME AND ADDRESS OF COI	NTRACTOR (No., stress	tounty, State and ZIP Code)	(x) GA. AMENDMENT OF SOLIC	ITATION NO.
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CODG		FACILITY CODE	05/11/2005	
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100 University Dr. Fairmont WV 26554 US

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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Typ	ne ar print)
		Delma J. Moore	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	188. ONTED STATES OF AMBRICA	18C. DATE SIGNED
(Signoture of person suinorized to skin)	Accidentation of the second	Williamo Linguing Offices	- 03/27/2007
NSN 7540-01-152-8070			

Previous edition unuesbje

STANDARD FORM 30 (REV. 10-63) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to revise contract Sections B and add funds as follows:

## 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$9,312,195.51. This allotment is for \$2,285,210.00 and covers the following estimated period of performance: October 20, 2007.

An additional amount of \$228,521.09 is obligated under this contract for payment of fee.

2.

Mod 14	Funded A	mount	
	From	Increase	To
Cost	\$7,126,985.51	\$2,285,210.00	\$9,412,195.51
Fee	<u>\$831,691.18</u>	\$228,521.00	\$1,060,212.18
Total	\$7,958,676.69	\$2,513,731.00	\$10,472,407.69

#### 3. Accounting information:

PR	Amount
4200188884	\$80,000.00
4200194718	\$2,433,731.00
Total	\$2,513,731.00

(End of Modification 14)

AMENDMENT OF SOLICITATION/	MODIFICATION-OF CONTRACT	1. CONTRACT ID CODE PAGES
, AMENDMENT/MODIFICATION NO.	3, EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
000015	See Block 16C	See Schedule
i. ISSUED BY	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) CODE TVV
NASA/Goddard Space Fli		NASA/Goddard Space Flight Center
Procurement Operations	Division	Independent Verif.& Valid. Facility
Greenbelt MD 20771		100 University Dr. Fairmont WV 26554
		PCCOS VW JNOMILE'S
. NAME AND ADDRESS OF CONTRACTO	PR (No., street, county, State and ZIP Code)	(x) GA. AMENDMENT OF SOLICITATION NO.
ORTHROP GRUMMAN INFORM	พลตากท ตัดกษ	
110 GATEHOUSE RD	A de final de la Participa de la companya de la com	9B. DATED (SEE ITEM 11)
ALLS CHURCH VA 22042-1	1252	
		× 10A MODIFICATION OF CONTRACT/ORDER NO. NNGO 5CB17C
		INTERCOUNTER ( C
		108. DATED (SEE ITEM 11)
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Delivery Location Code: IVV
NASA/Goddard Space Flight Center
Independent Verif. &Valid. Facility
100 University Dr.
Fairmont WV 26554 US

Except as provided herein, all terms and conditions of the documen	t referenced in Itom 9A or 10/	, se heretofore changed, romains unchanged and in full fi	orce and offect.
ISA NAME AND TITLE OF SIGNER (Typo or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Delma J. Moore	
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	168. UNITED STATES OF AMERICA	18C, DATE SIGNED
(Signature of person authorized (a sign)		(Signature of Contracting Officer)	NDARD FORM 30 (REV. 10-83)

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53,243 The purpose of this modification is to revise contract Sections B and add funds as follows:

### 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
  - (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$9,825,104.60. This allotment is for \$412,909.09 and covers the following estimated period of performance: November 30, 2007.

An additional amount of \$41,290.91 is obligated under this contract for payment of fee.

2.

Mod					
15	Funded Amount				
	From	Increase	To		
Cost	\$9,412,195.51	\$412,909.09	\$9,825,104.60		
Fee	<u>\$1,060,212.18</u>	\$41,290.91	\$1,101,503.09		
Total	\$10,472,407.69	\$454,200.00	\$10,926,607.69		

#### 3. Accounting information:

 PR	Amount
42002947	\$454,200.00

(End of Modification 15)

	AMENDMENT OF SOLICITATION/MODIFICATION F CONTRACT			PAGE	OF PAGES
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	L QUISITION/PURCHASE REQ. NO.	5, PROJECT	NO. (If applicable)
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NASA/Goddard Space Flight C	Center	NAS	A/Goddard Space Flig	nt Center	
Procurement Operations Divi	sion		Independent Verif.& Valid. Facility		
Sreenbelt MD 20771		1	University Dr.		
		l l'an	xmont WV 26554		
NAME AND ADDRESS OF CONTRACTOR (No., str	eet, county, State and ZIP Code)	(x) 9/	AMENDMENT OF SOLICITATION NO.		
	N. MINCH	-			
ORTHROP GRUMMAN INFORMATIO 110 GATEHOUSE RD	N TEGR	99	S. DATED (SEE ITEM 11)	<del></del>	
ALLS CHURCH VA 22042-1252		in the second			
	•	110	DA, MODIFICATION OF CONTRACT/OR	DER NO	
		X N	NG05CB17C		
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			OB, DATED (SEE ITEM 11)		
CODE	FACILITY CODE	1.	05/11/2005		
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The purpose of this modification is to revise contract Sections B and add funds as follows:

#### 1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:
- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$10,878,740.96. This allotment is for \$1,053,636.36 and covers the following estimated period of performance: **February 28, 2008.**
- (b) An additional amount of \$105,363.64 is obligated under this contract for payment of fee.

#### 2. Funding information:

Mod					
16	Funded Amount				
	From	Increase	To		
Cost	\$9,825,104.60	\$1,053,636.36	\$10,878,740.96		
Fee	<u>\$1,101,503.09</u>	<u>\$105,363.64</u>	\$1,206,866.73		
Total	\$10,926,607.69	\$1,159,000.00	\$12,085,607.69		

#### 3. Accounting information:

PR	Amount
4200170217	(\$140,000.00)
4200210624	\$1,299,000.00
Total	\$1,159,000.00

(End of Modification 16)